

Complex/Subdivision Name: \_\_\_\_\_

MPDU RENTAL OFFERING AGREEMENT

AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as “Applicant”) and MONTGOMERY COUNTY, MARYLAND, (hereinafter referred to as “County.”)

WHEREAS, Applicant desires to offer for rent as Moderately Priced Dwelling Units (hereinafter referred to as MPDUs) certain dwelling units described in Schedule A, attached hereto, pursuant to the provisions and requirements of Chapter 25A of the Montgomery County Code, 1994 as amended and applicable Executive Regulations, and pursuant to the MPDU Agreement executed on \_\_\_\_\_, 20\_\_\_\_.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and obligations provided for herein, it is hereby agreed between the parties hereto as follows:

1. DESCRIPTION OF PROPERTY: Applicant offers for rental as MPDUs those certain \_\_\_\_\_ (number) pieces of real property located in Montgomery County, Maryland. These properties are more particularly described by lot or unit, block, and subdivision in accordance with Schedule A, attached hereto, and made a part hereof.
2. DELIVERY: The properties described in Schedule A must be available for occupancy in compliance with County building code requirements, within 120 days from the date of final acceptance of this Agreement by all parties, or from the date of the lottery drawing, whichever is later. Time is of the essence with respect to the time period provided for in this paragraph.
3. ELIGIBILITY OFFERING: For a period of 90 days from the date of final acceptance of this Agreement by all parties or from the date of the lottery priority drawing, whichever is later, the County has a preferential MPDU offering period within which to make the MPDUs available to persons on the County’s Moderately Priced Housing Eligibility list.
4. PHYSICAL DESCRIPTION OF INDIVIDUAL UNITS: The physical description of each unit, along with the items contained in each unit, is listed in Schedule C, attached hereto, and made a part hereof. Applicant warrants and guarantees that each unit will conform, at the time of delivery by Applicant, to the minimum specifications for all dwelling units as required by the Department of Housing and Community Affairs (Department). The Department has the right to

inspect the units to determine if the applicant has complied with the minimum specifications.

5. RENTAL RATE: The rental rate for each MPDU offered for rent by Applicant must be at the price established by Executive Regulation or other rate approved by the Department at the time of commencement of the 90 day priority offering period for the County's eligibility list. Any MPDU that has not been rented during the 90 day priority offering period may be offered by the Applicant for rent to the general public at the rental rates contained in this Agreement. The applicant must have made a good faith effort, as determined by the Department, to rent the unit during the priority offering period. The Department may extend the priority offering period if it is determined that eligible households are available to rent the MPDUs.
6. NOTICE TO HOUSING OPPORTUNITIES COMMISSION AND NON-PROFIT HOUSING PROVIDERS: Applicant acknowledges that the Department is required to notify the Housing Opportunities Commission (Commission) and other non-profit housing agencies or organizations approved by the County Executive of the MPDU offering being made by the Applicant. The Commission and the approved housing agencies have the right to rent up to 40 percent of the MPDUs in any subdivision; however, the Commission may not rent more than 33 1/3 percent of the MPDUs in any subdivision. The Commission and other approved housing agencies have 21 days from the date of notification of the availability of the units within which to notify the applicant, in writing, of its interest in renting up to 40 percent of the units. The Commission must designate the units which it and the other housing agencies are considering renting. After notification by the Commission of its intent to rent or not to rent any of the units, the applicant has the authority to begin renting any of the remaining MPDUs to eligible persons. The Commission has 45 days from the date of notification of availability of the MPDUs to inform the applicant of the final decision with regard to the rental of the MPDUs.
7. DOCUMENTS: Within 10 days from the date of execution of a rental agreement for each MPDU, the Applicant must provide the Department with the following documents: (1) copy of the signed lease agreement, (2) the original MPDU Certification Form, (3) the original MPDU Certificate of Eligibility of the person renting the MPDU, and (4) a copy of the tenant's rental application.
8. DECLARATION OF COVENANTS: At or before the time of execution of this Agreement by the Applicant, Applicant must supply the Department with the original and duly executed Declaration of Covenants, in recordable form as provided by the Department, subjecting all required MPDUs in the subdivision to the requirements of Chapter 25A of the Montgomery County Code, 1994, as amended.

9. ATTACHMENTS: Attached hereto and made a part hereof are the following documents and/or schedules:
- A. addresses and legal descriptions of the MPDUs (Schedule A).
  - B. general information sheet (Schedule B).
  - C. unit description and rental price sheet (Schedule C).
  - D. A copy of the recorded subdivision plat or plats.
  - E. Floor plans for each MPDU unit type.
  - F. Lease and rental application and forms.
10. ADDITIONAL DOCUMENTS: Applicant must execute such additional documents as may be necessary or required to effectuate the intent and purpose of this Agreement, Chapter 25A of the Montgomery County Code, 1994, as amended, and applicable Executive Regulations. Executive Regulation No. 11-02 Maximum Rental Rates for Garden Apartments is hereby made a part of this Agreement.
11. BINDING EFFECT: This Agreement is binding upon Applicant and the Applicant's agents, successors, assigns, personal representatives, and heirs.
12. WAIVERS: A waiver by the County of a specific requirement of default must be in writing and such a waiver must not be a waiver of any other or subsequent default of any nature.
13. NOTICES AND LIAISON: The County's liaison to this and any notices sent pursuant to this Agreement must be delivered in writing to:
- Moderately Priced Housing Section  
Department of Housing and Community Affairs  
100 Maryland Avenue  
Fourth Floor  
Rockville, Maryland 20850
- Applicant:
14. SURVIVAL: The terms of this Agreement survive the execution and delivery of any deeds or leases and do not merge therein.
15. APPLICABLE LAWS AND REGULATIONS: Applicant agrees to abide by and comply with all applicable laws and regulations regarding the subject matter of this agreement, whether or not such laws or regulations are herein specifically enumerated or referred to.

16. SEVERABILITY: If any part, portion or provision of this Agreement is found to be null, void, illegal, or unenforceable for any reason by any court or governmental regulation or ruling, then only such part, portion or provision is affected thereby and the remainder of this Agreement remains in full force and effect.

IN WITNESS WHEREOF, the Applicant has caused these presents to be executed by \_\_\_\_\_ (name) its \_\_\_\_\_ (title), and its corporate seal to be affixed, and does appoint \_\_\_\_\_ (name) its true and lawful attorney-in-fact to acknowledge and deliver these presents, and Montgomery County, Maryland has on the day and year hereinabove written caused these presents to be signed by \_\_\_\_\_, its \_\_\_\_\_.

WITNESS:

MONTGOMERY COUNTY, MARYLAND

BY:

APPLICANT

BY:

STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared \_\_\_\_\_ attorney-in-fact for Applicant, who is personally well known to me (or proven to be) the person who executed the above instrument, and he executed the foregoing in the name and on behalf of Applicant for the uses and purposes therein contained.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

STATE OF MARYLAND, COUNTY OF MONTGOMERY, to wit:

I HEREBY CERTIFY that before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared \_\_\_\_\_ attorney-in-fact for Applicant, who is personally well known to me (or proven to be) the person who executed the above instrument, and he executed the foregoing in the name and on behalf of Applicant for the uses and purposes therein contained.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

## SCHEDULE A

IDENTIFICATION OF UNITS BEING OFFERED  
(Complete only information that is applicable)

Unit No.

No. of BedroomsAddressThis image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## SCHEDULE B

1. Project Name: \_\_\_\_\_  
Is this the legal name of the subdivision? Yes \_\_\_\_\_ No \_\_\_\_\_  
If not, what is the legal name? \_\_\_\_\_
2. Developer Name: \_\_\_\_\_
3. Who is the contact person and management company for information about this project? \_\_\_\_\_ Phone: \_\_\_\_\_  
e-mail \_\_\_\_\_ fax \_\_\_\_\_
4. Are the utilities being paid by the owner or tenant? \_\_\_\_\_
5. What is the required security deposit? \_\_\_\_\_. What (if any) restrictions will be placed on the tenant (i.e., no pets, no campers, etc.)?  
\_\_\_\_\_
6. Structured parking fee \_\_\_\_\_

SCHEDULE C  
UNIT DESCRIPTION

Please describe the items included in each MPDU. Please attach floor plans for each type of MPDU. Specify square footage of each unit type. Floor plans must be 8 1/2" x 11" in size. All units must be supplied with a refrigerator, range, range hood, and disposal.

<u>Unit Type</u>	<u>Unit Size</u>	<u>Number of Units</u>	<u>Approved Rental Rates</u>
<u>Efficiency</u>	_____	_____	\$ _____
<u>One Bedroom</u>	_____	_____	\$ _____
<u>Two Bedroom</u>	_____	_____	\$ _____
<u>Three Bedroom</u>	_____	_____	\$ _____

Amenities:

Check those provided:

Clothes Washer and Dryer

\_\_\_\_\_

Dishwasher

\_\_\_\_\_

Swimming Pool

\_\_\_\_\_

Exercise Room

\_\_\_\_\_